

7516-2
RECORDING NO. _____

MAY 17 1974 - 1 22 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1

Lease No. 74-1057
Master Lease Agreement
dated May 1, 1974

LEASE TERM

The term of lease of each locomotive described at the end hereof shall commence on the date of delivery and acceptance thereof to Lessee and shall end 144 months after the date (the "Commencement Date") which shall be the earlier of (i) the date as of which all units of said locomotives there described (the "Equipment") shall have been accepted by Lessee, or (ii) June 30, 1974.

PAYMENTS FOR EQUIPMENT

Lessor shall from time to time on or before the Commencement Date make such payment or payments to manufacturers, vendors or others for or on account of the acquisition, delivery and installation of a unit or units of Equipment as may be requested at such time or times by Lessee under a schedule in the form of Schedule II hereto executed and delivered by Lessee to Lessor, each of which schedules shall be accompanied by appropriate invoices (in quadruplicate) of such manufacturer, vendor or other party describing the unit or units of Equipment for which such payment is requested; provided, however, that the aggregate amount of such payments which Lessor shall be obligated to make under this Supplement shall not exceed \$700,000. Lessee agrees to pay all amounts, if any, in excess of said amount specified in the preceding sentence as may be incurred in connection with the acquisition, delivery or installation of Equipment. Lessee shall not, by reason of any payment by it for the acquisition, delivery or installation of or otherwise with respect to Equipment, acquire any right, title or interest in or to any units of Equipment.

ACQUISITION COST

The "Acquisition Cost" of each unit of Equipment shall be the cost to Lessor of the acquisition, delivery and installation of such unit. Notwithstanding Section 9 of the Lease (as hereinafter

defined), if Lessor elects to pay any specifically disclosed sales or use taxes with respect to any unit of Equipment (or if any payment of such taxes by Lessor is, with Lessor's express consent, included in the Acquisition Cost of any such unit), the amount of such payment shall not be subject to the provisions of said Section 9. Lessor shall advise Lessee of the aggregate amount of Acquisition Cost for all units of Equipment within a reasonable time after it is finally determined by Lessor.

ACCEPTANCE OF EQUIPMENT

Lessee agrees to execute and deliver to Lessor a schedule in the form of Schedule II hereto upon acceptance of all units of the Equipment. Acceptance of all units of Equipment by Lessee shall constitute Lessee's acknowledgment that the Equipment is in good order and condition; is of the manufacture, design and capacity selected by Lessee; and is suitable for Lessee's purposes.

RENT

The first installment of rent shall be payable on the Commencement Date. Subsequent installments of rent shall be payable thereafter on each successive monthly anniversary of the Commencement Date. Rent shall be payable in 144 installments, each of which shall be in an amount equal to 1.104869% of the aggregate Acquisition Cost of all units of Equipment. All rent and other amounts due from Lessee to Lessor shall be paid to Lessor at its office at 231 South LaSalle Street, Chicago, Illinois 60693, or at such other place as Lessor shall specify in writing.

STIPULATED LOSS VALUE

The Stipulated Loss Value of each unit of Equipment shall be determined in accordance with Schedule I hereto.

DEPRECIATION

The Acquisition Cost of each unit of Equipment shall be depreciated over a period of not more than 12 years (the "Depreciable Life") to a net salvage value (the "Net Salvage Value") of not more than 5% of such Acquisition Cost.

LESSEE'S WARRANTIES

Lessee hereby represents that all of its representations and warranties set forth in Section 5 of the Lease are true and correct as of the date hereof as though made on this date.

CONDITIONS TO LESSOR'S OBLIGATION

Lessor shall not be obligated to make payment for any unit of Equipment under this Supplement unless at the date such payment is requested by Lessee: (a) All of Lessee's representations and warranties in Section 5 of the Lease shall be true and correct as though made as of such date; (b) No litigation or governmental proceedings shall be threatened or pending against Lessee or any subsidiary which in Lessor's opinion may to a material extent adversely affect the financial condition or continued operation of Lessee and its subsidiaries on a consolidated basis; (c) No event of default, or event which might mature into an event of default, shall have occurred or be continuing; and (d) Lessee shall have furnished in form and substance satisfactory to Lessor: (i) resolutions of the Board of Directors of Lessee, certified by its Secretary or an Assistant Secretary, authorizing the lease of such Equipment hereunder and the execution, delivery and performance of the Lease and this Supplement, (ii) evidence of compliance with the insurance provisions of Section 8 of the Lease, (iii) a favorable opinion of counsel regarding the matters set forth in paragraphs (a) through (d) and (f) of Section 5 of the Lease (except that with respect to matters in paragraph (c) thereof dealing with other agreements to which Lessee is a party, counsel may rely on a certificate of the President of Lessee certifying that the agreements listed thereon are all agreements binding upon Lessee); and (iv) such releases, financing statements, waivers and other documents as Lessor may reasonably request to insure that the Equipment will not be subject to any lien, charge, encumbrance, security interest or other similar interest, and that no unit of Equipment will become a fixture to any real estate or an accession to any property not leased under the Lease.

This Supplement is executed and delivered in accordance with the above-referenced Master Lease Agreement (the "Lease") between Lessee and Lessor, and this Supplement hereby becomes a part of the Lease. Riders C, E and F attached hereto and initialed by the parties constitute a part of this Supplement. Terms used in this Supplement which are defined in the Lease shall have the

respective meanings therein given unless specifically defined in this Supplement or the context of this Supplement otherwise requires.

This Supplement is delivered at Chicago, Illinois this 16TH day of May, 1974.

AUTO-TRAIN CORPORATION
("Lessee")

By Richard H. Folbert
Title Exec Vice President

Address: 1801 K Street, N.W.
Washington, D.C. 20006

CONTINENTAL ILLINOIS LEASING
CORPORATION ("Lessor")

By Alexander Guggen
Title Second Vice President

Address: 231 S. LaSalle Street
Chicago, Ill. 60693

DESCRIPTION OF EQUIPMENT:

<u>Manufacturer</u>	<u>Model</u>	<u>Serial No. (If Known)</u>	<u>Location</u>	<u>Acquisition Cost (Estimated)</u>
General Electric Company	Two (2) 3,600 horsepower U 36 B Diesel Locomotives	Road Nos. 4010 - 4011	Delivery to be made to Lessee at Erie, Pennsylvania	\$350,000 each, or \$700,000 for both

SCHEDULE I

"Stipulated Loss Value" of any unit of Equipment covered by Supplement No. 1 to Lease No. 74-1057 as of a particular date shall mean the product derived from multiplying (i) the percentage figure opposite the notation for the appropriate rental period set forth in the table appearing below by (ii) the Acquisition Cost of such unit. Stipulated Loss Value does not include any amounts for which Lessor may be entitled to indemnification under Sections 9, 10(a) and 10(b) of the Lease.

STIPULATED LOSS VALUE TABLE

		<u>%</u>
BEFORE PAYMENT NO.	1	100.000000 %
THEREAFTER, BUT BEFORE PAYMENT NO.	2	100.000000 %
THEREAFTER, BUT BEFORE PAYMENT NO.	3	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	4	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	5	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	6	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	7	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	8	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	9	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	10	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	11	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	12	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	13	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	14	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	15	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	16	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	17	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	18	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	19	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	20	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	21	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	22	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	23	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	24	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	25	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	26	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	27	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	28	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	29	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	30	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	31	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	32	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	33	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	34	99.999999 %
THEREAFTER, BUT BEFORE PAYMENT NO.	35	99.999999 %

STIPULATED LOSS VALUE TABLE
(Continued)

			<u>%</u>
THEREAFTER, BUT BEFORE PAYMENT NO.	36	83.221352	%
THEREAFTER, BUT BEFORE PAYMENT NO.	37	82.998647	%
THEREAFTER, BUT BEFORE PAYMENT NO.	38	82.762192	%
THEREAFTER, BUT BEFORE PAYMENT NO.	39	82.519115	%
THEREAFTER, BUT BEFORE PAYMENT NO.	40	82.261955	%
THEREAFTER, BUT BEFORE PAYMENT NO.	41	82.000322	%
THEREAFTER, BUT BEFORE PAYMENT NO.	42	81.743134	%
THEREAFTER, BUT BEFORE PAYMENT NO.	43	81.489357	%
THEREAFTER, BUT BEFORE PAYMENT NO.	44	81.237944	%
THEREAFTER, BUT BEFORE PAYMENT NO.	45	80.989051	%
THEREAFTER, BUT BEFORE PAYMENT NO.	46	80.742631	%
THEREAFTER, BUT BEFORE PAYMENT NO.	47	80.497435	%
THEREAFTER, BUT BEFORE PAYMENT NO.	48	79.95027	%
THEREAFTER, BUT BEFORE PAYMENT NO.	49	79.664749	%
THEREAFTER, BUT BEFORE PAYMENT NO.	50	79.336554	%
THEREAFTER, BUT BEFORE PAYMENT NO.	51	79.051038	%
THEREAFTER, BUT BEFORE PAYMENT NO.	52	78.658145	%
THEREAFTER, BUT BEFORE PAYMENT NO.	53	78.357335	%
THEREAFTER, BUT BEFORE PAYMENT NO.	54	77.950064	%
THEREAFTER, BUT BEFORE PAYMENT NO.	55	77.584737	%
THEREAFTER, BUT BEFORE PAYMENT NO.	56	77.211958	%
THEREAFTER, BUT BEFORE PAYMENT NO.	57	76.831534	%
THEREAFTER, BUT BEFORE PAYMENT NO.	58	76.443468	%
THEREAFTER, BUT BEFORE PAYMENT NO.	59	76.047716	%
THEREAFTER, BUT BEFORE PAYMENT NO.	60	75.644239	%
THEREAFTER, BUT BEFORE PAYMENT NO.	61	75.232954	%
THEREAFTER, BUT BEFORE PAYMENT NO.	62	74.813873	%
THEREAFTER, BUT BEFORE PAYMENT NO.	63	74.387549	%
THEREAFTER, BUT BEFORE PAYMENT NO.	64	73.953922	%
THEREAFTER, BUT BEFORE PAYMENT NO.	65	73.512977	%
THEREAFTER, BUT BEFORE PAYMENT NO.	66	73.064659	%
THEREAFTER, BUT BEFORE PAYMENT NO.	67	72.608925	%
THEREAFTER, BUT BEFORE PAYMENT NO.	68	72.145739	%
THEREAFTER, BUT BEFORE PAYMENT NO.	69	71.675939	%
THEREAFTER, BUT BEFORE PAYMENT NO.	70	71.196739	%
THEREAFTER, BUT BEFORE PAYMENT NO.	71	70.710934	%
THEREAFTER, BUT BEFORE PAYMENT NO.	72	70.217448	%
THEREAFTER, BUT BEFORE PAYMENT NO.	73	69.716276	%
THEREAFTER, BUT BEFORE PAYMENT NO.	74	69.207371	%
THEREAFTER, BUT BEFORE PAYMENT NO.	75	68.691329	%
THEREAFTER, BUT BEFORE PAYMENT NO.	76	68.168078	%
THEREAFTER, BUT BEFORE PAYMENT NO.	77	67.637693	%
THEREAFTER, BUT BEFORE PAYMENT NO.	78	67.099951	%
THEREAFTER, BUT BEFORE PAYMENT NO.	79	66.554739	%
THEREAFTER, BUT BEFORE PAYMENT NO.	80	66.002346	%
THEREAFTER, BUT BEFORE PAYMENT NO.	81	65.442593	%
THEREAFTER, BUT BEFORE PAYMENT NO.	82	64.875299	%

STIPULATED LOSS VALUE TABLE
(Continued)

			<u>%</u>
THEREAFTER, BUT BEFORE PAYMENT NO.	83	64.307419	%
THEREAFTER, BUT BEFORE PAYMENT NO.	84	63.713987	%
THEREAFTER, BUT BEFORE PAYMENT NO.	85	63.123153	%
THEREAFTER, BUT BEFORE PAYMENT NO.	86	62.539613	%
THEREAFTER, BUT BEFORE PAYMENT NO.	87	61.926022	%
THEREAFTER, BUT BEFORE PAYMENT NO.	88	61.314337	%
THEREAFTER, BUT BEFORE PAYMENT NO.	89	60.695522	%
THEREAFTER, BUT BEFORE PAYMENT NO.	90	60.069533	%
THEREAFTER, BUT BEFORE PAYMENT NO.	91	59.435321	%
THEREAFTER, BUT BEFORE PAYMENT NO.	92	58.795354	%
THEREAFTER, BUT BEFORE PAYMENT NO.	93	58.148397	%
THEREAFTER, BUT BEFORE PAYMENT NO.	94	57.492934	%
THEREAFTER, BUT BEFORE PAYMENT NO.	95	56.830430	%
THEREAFTER, BUT BEFORE PAYMENT NO.	96	56.160541	%
THEREAFTER, BUT BEFORE PAYMENT NO.	97	55.483124	%
THEREAFTER, BUT BEFORE PAYMENT NO.	98	54.798133	%
THEREAFTER, BUT BEFORE PAYMENT NO.	99	54.106301	%
THEREAFTER, BUT BEFORE PAYMENT NO.	100	53.407446	%
THEREAFTER, BUT BEFORE PAYMENT NO.	101	52.701567	%
THEREAFTER, BUT BEFORE PAYMENT NO.	102	51.988626	%
THEREAFTER, BUT BEFORE PAYMENT NO.	103	51.268530	%
THEREAFTER, BUT BEFORE PAYMENT NO.	104	50.541336	%
THEREAFTER, BUT BEFORE PAYMENT NO.	105	49.807003	%
THEREAFTER, BUT BEFORE PAYMENT NO.	106	49.065336	%
THEREAFTER, BUT BEFORE PAYMENT NO.	107	48.316492	%
THEREAFTER, BUT BEFORE PAYMENT NO.	108	47.560279	%
THEREAFTER, BUT BEFORE PAYMENT NO.	109	46.796701	%
THEREAFTER, BUT BEFORE PAYMENT NO.	110	46.025716	%
THEREAFTER, BUT BEFORE PAYMENT NO.	111	45.247911	%
THEREAFTER, BUT BEFORE PAYMENT NO.	112	44.463243	%
THEREAFTER, BUT BEFORE PAYMENT NO.	113	43.671673	%
THEREAFTER, BUT BEFORE PAYMENT NO.	114	42.873159	%
THEREAFTER, BUT BEFORE PAYMENT NO.	115	42.067650	%
THEREAFTER, BUT BEFORE PAYMENT NO.	116	41.255134	%
THEREAFTER, BUT BEFORE PAYMENT NO.	117	40.435536	%
THEREAFTER, BUT BEFORE PAYMENT NO.	118	39.608831	%
THEREAFTER, BUT BEFORE PAYMENT NO.	119	38.774959	%
THEREAFTER, BUT BEFORE PAYMENT NO.	120	37.933911	%
THEREAFTER, BUT BEFORE PAYMENT NO.	121	37.085613	%
THEREAFTER, BUT BEFORE PAYMENT NO.	122	36.230032	%
THEREAFTER, BUT BEFORE PAYMENT NO.	123	35.363993	%
THEREAFTER, BUT BEFORE PAYMENT NO.	124	34.502453	%
THEREAFTER, BUT BEFORE PAYMENT NO.	125	33.630409	%
THEREAFTER, BUT BEFORE PAYMENT NO.	126	32.752799	%
THEREAFTER, BUT BEFORE PAYMENT NO.	127	31.869509	%
THEREAFTER, BUT BEFORE PAYMENT NO.	128	30.980716	%
THEREAFTER, BUT BEFORE PAYMENT NO.	129	30.086296	%
THEREAFTER, BUT BEFORE PAYMENT NO.	130	29.186126	%

STIPULATED LOSS VALUE TABLE
(Continued)

						<u>%</u>
THEREAFTER, BUT BEFORE PAYMENT NO.	131					23.200230 %
THEREAFTER, BUT BEFORE PAYMENT NO.	132					21.300576 %
THEREAFTER, BUT BEFORE PAYMENT NO.	133					20.451120 %
THEREAFTER, BUT BEFORE PAYMENT NO.	134					20.527552 %
THEREAFTER, BUT BEFORE PAYMENT NO.	135					24.509055 %
THEREAFTER, BUT BEFORE PAYMENT NO.	136					23.004702 %
THEREAFTER, BUT BEFORE PAYMENT NO.	137					22.726751 %
THEREAFTER, BUT BEFORE PAYMENT NO.	138					21.779108 %
THEREAFTER, BUT BEFORE PAYMENT NO.	139					20.827930 %
THEREAFTER, BUT BEFORE PAYMENT NO.	140					19.871073 %
THEREAFTER, BUT BEFORE PAYMENT NO.	141					18.903442 %
THEREAFTER, BUT BEFORE PAYMENT NO.	142					17.950555 %
THEREAFTER, BUT BEFORE PAYMENT NO.	143					16.965075 %
THEREAFTER, BUT BEFORE PAYMENT NO.	144					15.955559 %
THEREAFTER						15.000000 %



SCHEDULE II

Lease No. 74-1057

Continental Illinois Leasing Corporation
231 South LaSalle Street
Chicago, Illinois 60693

Request and Acceptance No. _____

Re: Master Lease Agreement

dated May 1, 1973

Supplement No. 1

Gentlemen:

As Lessee under the above-referenced Lease Agreement and Supplement, we hereby request you to pay the following invoices to the vendors indicated for the acquisition, delivery and installation of the property described in such invoices:

<u>Vendor</u>	<u>Invoice No.</u>	<u>Amount</u>
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We hereby (1) represent that all of our representations and warranties set forth in Section 5 of the above-referenced Lease Agreement are true and correct as of the date hereof as though made on this date, (2) accept the property described in said invoices for lease under said Lease Agreement, and (3) evidence the lease of such property.

Dated _____, 19__.

AUTO-TRAIN CORPORATION
Lessee

By _____
Its _____

Accepted:

CONTINENTAL ILLINOIS LEASING CORPORATION

By _____

Its _____

Dated: _____, 19__


CONTINENTAL ILLINOIS LEASING CORPORATION

231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

RIDER C

 LEASE NO. 74-1057

 SUPPLEMENT NO. 1
**RENEWAL OPTION
(FAIR MARKET RENTAL VALUE)**

Lessee shall have the option to renew for two (2) additional renewal terms ("renewal terms") of twelve (12) months each the lease term of the Equipment described in the above-referenced Supplement ("this Supplement") then under lease provided no event of default or event which might mature into an event of default has occurred and is then continuing immediately prior to the commencement of the renewal term being then elected by Lessee. If Lessee desires to exercise any such option to renew, it shall give Lessor written notice of its election to renew at least 90 days (and not more than 180 days) prior to the commencement of the renewal term then being elected stating Lessee's opinion as to the fair market rental value for the Equipment during such renewal term, and upon the expiration of the then current term the lease of such Equipment shall be renewed for such renewal term at the fair market rental value as hereinafter provided. A determination shall be made of the fair market rental value of the Equipment as of the date of the expiration of such current term. If Lessee and Lessor are unable to agree upon such fair market rental value within 30 days after receipt by Lessor of such notice, such fair market rental value shall be determined by an independent appraiser selected by mutual agreement of Lessor and Lessee. The fee of such appraiser shall be paid by Lessee. All of the provisions of the Lease and this Supplement shall be applicable during any such renewal term except for the amount of each installment of rent which shall be as hereinabove provided. "Lease term" as used in the Lease and this Supplement shall, except where the context otherwise requires, be deemed to include any such renewal term.

 Lessor: Continental Illinois Leasing Corporation (Initials: DB)

 Lessee: AUTO-TRAIN CORPORATION (Initials: Auto)

(3-78)



CONTINENTAL ILLINOIS LEASING CORPORATION

231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

RIDER E

LEASE NO. 74-1057

SUPPLEMENT NO. 1

PURCHASE OPTION (FAIR MARKET VALUE)

Anything in Sections 6(a) and 11 of the Lease to the contrary notwithstanding, Lessee shall have an option (the "Purchase Option") to purchase for cash the Equipment described in the above-referenced Supplement ("this Supplement") then under lease upon the last business day on or prior to the expiration of the lease term specified therefor in this Supplement provided no event of default or event which might mature into an event of default has occurred and is then continuing.

If Lessee desires to exercise the Purchase Option, it shall give to Lessor written notice of its election to purchase at least 90 days (and not more than 180 days) before the expiration of such lease term, stating Lessee's opinion as to the fair market value of the Equipment, and upon expiration of such lease term, Lessee shall purchase the Equipment and shall pay to Lessor in immediately available funds the purchase price for the Equipment, determined as hereinafter provided. The purchase price of the Equipment shall be the fair market value thereof as of the date of purchase. If Lessee and Lessor are unable to agree upon the fair market value of the Equipment within 30 days after receipt by Lessor of such notice, such fair market value shall be determined by an independent appraiser selected by mutual agreement of Lessor and Lessee. The fee of such appraiser shall be paid by Lessee. Upon payment by Lessee to Lessor of the purchase price for the Equipment at such expiration, and upon payment by Lessee of all rent and any other amounts owing to Lessor under the Lease and this Supplement, Lessor shall transfer to Lessee, without any representation or warranty of any kind, express or implied, whatever title to such Equipment Lessor may have.

Lessor: Continental Illinois Leasing Corporation (Initials: CLL)

Lessee: AUTO-TRAIN CORPORATION (Initials: ATC)


CONTINENTAL ILLINOIS LEASING CORPORATION

231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

RIDER F

 LEASE NO. 74-1057

 SUPPLEMENT NO. 1
TERMINATION OPTION

Lessee may, at its option, elect to terminate the lease of the Equipment described in the above-referenced Supplement ("this Supplement") then under lease as of any rent payment date (the "termination date") after the 84 month of the term of such lease, upon not less than ninety (90) days prior written notice of such election given to Lessor and upon payment to Lessor on or before the termination date of the Termination Value as defined in Schedule III to this Rider F and determined as of the termination date; provided, however, that if Lessor shall sell or lease the Equipment to a third party on or before the termination date, then the Termination Value to be paid by Lessee to Lessor as above provided shall be reduced by an amount (the "Termination Credit") equal to the excess of (A) either (i) the consideration received or to be received by Lessor from such third party for any such sale, or (ii) the consideration received or to be received by Lessor from such third party for any such lease, and (B) the then anticipated residual value of the Equipment at the end of the full lease term thereof under this Supplement (such anticipated residual value, if not determined by agreement of Lessor and Lessee, to be determined by an independent appraiser designated by Lessor, and the fee of which appraiser is to be paid by Lessee); it being understood, however, that Lessee shall in no event be entitled to any Termination Credit in excess of such Termination Value on account of any such sale or lease, and that if such Termination Credit is equal to or greater than such Termination Value, Lessee shall have no obligation to make payment as above provided.

For purposes of the foregoing provisions of this Rider F: (a) Lessor shall give Lessee at least ten (10) days advance notice before selling or leasing (or entering into a binding agreement to sell or lease) the Equipment to a third party, (b) Lessee shall have the right at any time during the 90-day period immediately preceding the termination date to select a third party purchaser or lessee of the Equipment from Lessor, and Lessor shall upon Lessee's request sell or lease (as Lessee shall specify) the Equipment to such third party (provided that Lessor shall not prior to Lessor's receipt of such request have sold or leased or entered into a binding agreement to sell or lease the Equipment, and provided further that Lessor shall be satisfied as to the credit of such third party and the terms and documentation of such sale or lease), (c) in the case of a sale or lease to a third party, the consideration received or to be received by Lessor shall be deemed to be the sum of (i) the amount of all cash consideration actually received as of the termination date plus (ii) the present value of all consideration thereafter to be received in cash, such present value to be equal to the sum of the respective present values of all installments of purchase price or lease rental thereafter payable, the present value of each such installment to be determined by discounting the amount of such installment at the rate of 8.5% per annum compounded from the termination date to the date such installment is payable, (d) Lessee shall have the right at any time during the above-mentioned 90-day period to withdraw and rescind its notice of termination by so notifying Lessor, provided that Lessor shall not, prior to Lessor's receipt of such notice of withdrawal and rescission, have sold or leased the Equipment or entered into a binding agreement to sell or lease the Equipment to a third party, (e) a sale by Lessor of the Equipment "subject to Lessee's rights under this Lease Agreement" which is permitted to Lessor under Section 14 of the Lease at any time during the lease term shall not be deemed such a sale of Equipment by Lessor to a third party as is herein described giving rise to a Termination Credit, and (f) a sale of the Equipment by Lessor to a third party as herein contemplated shall be deemed a transfer of title thereto made with the written consent of Lessee for purposes of clause (iii) of Section 10(d) of the Lease.

 Lessor: Continental Illinois Leasing Corporation (Initials: [Signature])

 Lessee: AUTO-TRAIN CORPORATION (Initials: [Signature])

SCHEDULE III

"Termination Value" of any unit of Equipment covered by Supplement No. 1 to Lease No. 74-1057 as of a particular date shall mean the product derived from multiplying (i) the percentage figure opposite the notation for the appropriate rental period set forth in the table appearing below by (ii) the Acquisition Cost of such unit. Termination Value does not include any amounts for which Lessor may be entitled to indemnification under Sections 9, 10(a) and 10(b) of the Lease.

TERMINATION VALUE TABLE

		<u>%</u>
BEFORE PAYMENT NO.	85	63.081734
THEREAFTER, BUT BEFORE PAYMENT NO.	86	62.367472
THEREAFTER, BUT BEFORE PAYMENT NO.	87	61.647196
THEREAFTER, BUT BEFORE PAYMENT NO.	88	60.920926
THEREAFTER, BUT BEFORE PAYMENT NO.	89	60.188637
THEREAFTER, BUT BEFORE PAYMENT NO.	90	59.450299
THEREAFTER, BUT BEFORE PAYMENT NO.	91	58.705835
THEREAFTER, BUT BEFORE PAYMENT NO.	92	57.955367
THEREAFTER, BUT BEFORE PAYMENT NO.	93	57.198717
THEREAFTER, BUT BEFORE PAYMENT NO.	94	56.435906
THEREAFTER, BUT BEFORE PAYMENT NO.	95	55.666907
THEREAFTER, BUT BEFORE PAYMENT NO.	96	54.891690
THEREAFTER, BUT BEFORE PAYMENT NO.	97	54.110228
THEREAFTER, BUT BEFORE PAYMENT NO.	98	53.322491
THEREAFTER, BUT BEFORE PAYMENT NO.	99	52.528937
THEREAFTER, BUT BEFORE PAYMENT NO.	100	51.729539
THEREAFTER, BUT BEFORE PAYMENT NO.	101	50.924269
THEREAFTER, BUT BEFORE PAYMENT NO.	102	50.113102
THEREAFTER, BUT BEFORE PAYMENT NO.	103	49.296009
THEREAFTER, BUT BEFORE PAYMENT NO.	104	48.472964
THEREAFTER, BUT BEFORE PAYMENT NO.	105	47.643939
THEREAFTER, BUT BEFORE PAYMENT NO.	106	46.808906
THEREAFTER, BUT BEFORE PAYMENT NO.	107	45.967838
THEREAFTER, BUT BEFORE PAYMENT NO.	108	45.120707
THEREAFTER, BUT BEFORE PAYMENT NO.	109	44.267486
THEREAFTER, BUT BEFORE PAYMENT NO.	110	43.408145
THEREAFTER, BUT BEFORE PAYMENT NO.	111	42.543143
THEREAFTER, BUT BEFORE PAYMENT NO.	112	41.672455
THEREAFTER, BUT BEFORE PAYMENT NO.	113	40.796053
THEREAFTER, BUT BEFORE PAYMENT NO.	114	39.913912
THEREAFTER, BUT BEFORE PAYMENT NO.	115	39.026005
THEREAFTER, BUT BEFORE PAYMENT NO.	116	38.132305

TERMINATION VALUE TABLE
(Continued)

			<u>%</u>
THEREAFTER, BUT BEFORE PAYMENT NO.	117		37.232737
THEREAFTER, BUT BEFORE PAYMENT NO.	118		36.327422
THEREAFTER, BUT BEFORE PAYMENT NO.	119		35.416135
THEREAFTER, BUT BEFORE PAYMENT NO.	120		34.409047
THEREAFTER, BUT BEFORE PAYMENT NO.	121		33.575032
THEREAFTER, BUT BEFORE PAYMENT NO.	122		32.646963
THEREAFTER, BUT BEFORE PAYMENT NO.	123		31.713402
THEREAFTER, BUT BEFORE PAYMENT NO.	124		30.775277
THEREAFTER, BUT BEFORE PAYMENT NO.	125		29.832567
THEREAFTER, BUT BEFORE PAYMENT NO.	126		28.885252
THEREAFTER, BUT BEFORE PAYMENT NO.	127		27.933311
THEREAFTER, BUT BEFORE PAYMENT NO.	128		26.976721
THEREAFTER, BUT BEFORE PAYMENT NO.	129		26.015462
THEREAFTER, BUT BEFORE PAYMENT NO.	130		25.049511
THEREAFTER, BUT BEFORE PAYMENT NO.	131		24.078848
THEREAFTER, BUT BEFORE PAYMENT NO.	132		23.103451
THEREAFTER, BUT BEFORE PAYMENT NO.	133		22.123298
THEREAFTER, BUT BEFORE PAYMENT NO.	134		21.138366
THEREAFTER, BUT BEFORE PAYMENT NO.	135		20.148898
THEREAFTER, BUT BEFORE PAYMENT NO.	136		19.154870
THEREAFTER, BUT BEFORE PAYMENT NO.	137		18.156264
THEREAFTER, BUT BEFORE PAYMENT NO.	138		17.153057
THEREAFTER, BUT BEFORE PAYMENT NO.	139		16.145228
THEREAFTER, BUT BEFORE PAYMENT NO.	140		15.132757
THEREAFTER, BUT BEFORE PAYMENT NO.	141		14.115621
THEREAFTER, BUT BEFORE PAYMENT NO.	142		13.093799
THEREAFTER, BUT BEFORE PAYMENT NO.	143		12.067270
THEREAFTER, BUT BEFORE PAYMENT NO.	144		11.036011



STATE OF New York)
COUNTY OF New York) SS.

On this 16th day of May, 1974, before me personally appeared RICHARD H. TOLBERT, to me personally known, who being by me duly sworn, says that he is a Vice President of AUTO-TRAIN CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sylvia Steinberg
Notary Public

[Seal]

My Commission Expires:

SYLVIA STEINBERG
Notary Public, State of New York
No. 41-3829320 Queens County
Term Expires March 30, 1975

STATE OF ILLINOIS)
COUNTY OF C O O K) SS.

On this 16th day of May, 1974, before me personally appeared Terrence J. Bingham, to me personally known, who being by me duly sworn, says that he is a Second Vice President of CONTINENTAL ILLINOIS LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Mary Jones
Notary Public

[Seal]

My Commission Expires:

My Commission Expires November 15, 1977